

SUPPLEMENTAL SPECIFICATIONS

All work to be done per: Construction and Material Specifications, City of Dayton, dated October 1, 2008 (for building and debris removal see Item 202.01 through 202.11).

The Agreement includes the removal and disposal of all associated building material and incidentals thereto. This shall include, but is not limited to all footers, all foundations and foundation walls, all floors at or below grade. The resulting excavation shall be backfilled with pit or bank run gravel composed of a mixture of gravel, sand and a small percentage of loam, which shall be suitable to flush when this method is used to solidify the backfill. All backfill material shall be furnished by the Subrecipient.

The Subrecipient is responsible for complying with all Federal, State, and Local Laws and Regulations. The Subrecipient is responsible for purchasing all permits required by Federal, State and Local Agencies.

The Subrecipient shall be responsible for the removal of the building and all contents.

It is the Subrecipient's responsibility to make the following notifications to the Nuisance Abatement Supervisor prior to the demolition, during demolition, and upon completion of demolition:

1. Pre-wreck Inspection – When requested, the Subrecipient shall give 24 hours notice to the Nuisance Abatement Supervisor prior to the demolition, during demolition, and upon completion of demolition:
2. Backfill Inspection - The Subrecipient shall have an “open hole”, or rough inspection performed by the Building Inspector prior to the backfill of the lot. The total lot and the hole caused by the demolition and removal of the structure are to be free of any and all demolition debris at the time of inspection.
3. Final Inspection - The Subrecipient shall upon the completion of demolition, lot grading and seeding call the Building Inspector for the final inspection.
4. Penalty: The penalty for failing to timely notify the building inspector for the required inspections: 1. Pre-wreck Inspection; 2. Backfill Inspection; and 3. Final Inspection of the demolition and site clearance of a nuisance structure is: The Subrecipient shall reopen the hole for inspection. After the inspection is completed the Subrecipient shall re-backfill, re-grade, re-seed the lot and call for a final inspection.

Failure to comply may cause non-payment for the demolition and site clearance of the structure.

Working Day - Any day, except legal holidays, Saturdays, and Sundays, on which the City of Dayton permits the Subrecipient to work. If permission is given to work on any of those excepted days, such time will be counted as a working day.

Unless otherwise stated in the proposal, 8 hours shall constitute a days' work and 40 hours shall constitute a weeks' work. Work under the Agreement shall be done only from 7:00 a.m. to 6:00 p.m. No work shall be done at night, Saturday, Sunday or legal holidays unless special permission is given by the Nuisance Abatement Supervisor.

The erection (including excavating), demolition, altering, or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the Building Inspector, which permit may be granted for a period not to exceed 3 days or less while the emergency continues and which permit may be renewed for periods of 3 days or less while the emergency continues. If the Building Inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration, or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work.

Each Notice of Possession issued by the Nuisance Abatement Specialist will state the cubic feet of each structure. The cubic footage of each structure and square footage of each lot will be determined from the records of the Montgomery County Auditor's Office. The cubic footage of debris to be removed from each work area will be determined by the Nuisance Abatement Specialist.

Each Notice of Possession will state the number of working days. Working days will be charged according to the cubic feet of each structure at the maximum rate of 40,000 cubic feet of demolition per day for a residential structure and at a maximum rate of 20,000 cubic feet of demolition per day for a commercial structure. The date stated on the first Notice of Possession will establish the beginning date of the Agreement. the Subrecipient fails to finish the work assigned within the time prescribed in the Notice of Possession, the City may impose a charge for liquidated damages as outlined in the City of Dayton Ohio Construction And Material Specifications dated October 1, 2008, Item 116.06.

The Subrecipient will not be permitted to commence on-site removal work prior to the date of Notice of Possession. The City of Dayton reserves the right to remove any structure on the Notice of Possession until the Subrecipient begins the on-site demolition.

Performance Bond required: \$50,000.00.

Sediment and Erosion Control: Requirements of R.C.G.O. Chapter 54 "Storm water Management" Must be followed.

GENERAL

These general requirements apply to all landscape operations for the City of Dayton Department of Building Services nuisance structures demolition sites. Refer to specification sections for specific general, product, and execution requirements. The Subrecipient must:

Comply with all applicable local, state and federal requirements regarding materials, methods of work, and disposal of excess and waste materials. Obtain and pay for all required inspections, permits, and fees. Provide notices required by governmental authorities;

Locate and identify existing underground and overhead services and utilities within Agreement limit work areas. Contact Ohio Utility Protection Services (OUPS) at **800-362-2764**. Provide adequate means of protection of utilities and services designated to remain. Repair utilities damaged during site work operations at Subrecipient's expense;

Obtain governing authorities written permission when required to close or obstruct street, walks and adjacent facilities. Provide alternate routes around closed or obstructed traffic ways when required by governing authorities;

Control dust caused by the work. Dampen surfaces as required. Comply with pollution control regulations of governing authorities; and

Protect existing buildings, paving, and other services or facilities on site and adjacent to the site from damage caused by work operations. Cost of repair and restoration of damaged items at Subrecipient's expense.

SITE GRADING

GENERAL

The Subrecipient will be responsible for the following activities: Rough and finish grading of site; dust alleviation and control; cleanup and disposal of excess material in the form of bulk trash, debris and equipment; Provision of all material, equipment, and apparatus not specifically mentioned herein, but which are obviously necessary to complete the work specified; the Subrecipient shall be familiar with the soil conditions on the site and shall thoroughly understand all recommendations associated with the grading; and the Subrecipient shall comply with erosion control measures to prevent run-off of sediment and other unsuitable materials to the storm drain system.

All work under this section will be subject to the inspection and approval of the City of Dayton, Building Inspector. Compaction testing shall be performed by a City approved independent testing laboratory under the supervision of an Ohio registered geotechnical engineer.

Finish surface of the site shall not vary more than one tenth of a foot (0.10'), with a positive drainage at not less than 1%.

Subrecipients intending to use City of Dayton water shall make arrangements with the City's Finance Department for metered connections and shall pay for all water at City of Dayton rates, plus the required meter deposit.

The Subrecipient will finish grade using 6 inches of topsoil consisting of improved soil with organic matter; either well rotted vegetative material, animal manure or other approved material free from harmful chemicals, grass or weed growth with a neutral pH value.

The Subrecipient will: barricade open excavations and post warning lights at work adjacent to public streets and walks; underpin adjacent structure(s), including utility service lines, which may be damaged by excavation operations; promptly repair damage to adjacent facilities caused by earthwork operations. Cost of repair shall be at the Subrecipient's expense; and promptly notify the City of Dayton, Building Inspector of unexpected subsurface conditions.

Upon beginning the earthwork, the Subrecipient represents that he has inspected the site and has satisfied himself as to actual grades and levels and the true conditions under which the work is to be performed.

Imported top soil must be supplied by an established local landscape supplier prior to use.

PREPARATION

Prior to installing the final grading; eradicate weeds using non-residual Round-up type herbicide at the recommended maximum rate. Regularly remove by hand any and all rubbish, debris and weed growth that may occur or re-occur throughout grassed area of the Agreement site.

Remove weed and brush growth from areas around the base of trees that will remain on site located within the grassed areas. Continue eradication throughout the course of the work and during the planting establishing period.

Spray the entire lawn area to as above for 80% kill and 10 days later for a 90% kill. Remove remaining weeds and any nuisance vegetation manually or by machine, ensuring weeds do not infest soil when stock piled.

Do not cover or enclose work before obtaining required inspections, tests, approvals and location recording from the City of Dayton, Division of Building Inspection.

UTILITIES

The Subrecipient will: exercise care to protect existing utilities during earthwork operations. Perform excavation work near utilities by hand and provide necessary supports as the work progresses; the existing utility lines to remain passing through the work area shall be maintained, protected, relocated or extended, as required; protect active utility services uncovered by excavation; remove abandoned utility service lines from areas of excavation. Cap, plug, or seal abandoned lines and identify termination points at grade level with markers; and accurately locate and record abandoned and active utility lines rerouted or extended on project record documents.

SITE GRADING

Subrecipient will: Perform grading within Agreement limits, including adjacent transition areas, to new elevations, levels, profiles, and contours to provide positive drainage at a uniform rate of not less than 3:1. Provide uniform levels and slopes between new elevations and existing grades. Finish surfaces shall be smooth, free of lumps, hump and hollow voids and left ready to planting work; and grade surfaces to assure areas drain away from structures and to prevent pooling and pockets of surface drainage. Provide sub-grade surfaces free from irregular surface changes and as follows:

1. Rough Grading: Plus or minus one tenth of a foot (0.10') sub-grade tolerance. Finish required will be that ordinarily obtained from either blade-grader or scraper operations.
2. Sub-grade: Provide sub-grade surface free of exposed boulders or stones exceeding one inch (1") in lawn areas, including any and all debris brought to the surface during cultivation.
3. Paved Areas: All existing paved (hard surface) areas located within the Agreement limits i.e. walk, drives shall be removed.
4. Top Soil: Soil must be free of all toxic materials, plant growth, stumps, roots, large stones, clay lumps or any other foreign material.
5. Soil Infestation: It shall be free of noxious weeds and free of curl grub infestation. Where a grub infestation breaks out within 8 weeks of installation, all plant growth and soil shall be removed and replaced.
6. Drainage Swales: Grade to profiles at a degree necessary to remove surface water from Agreement site.

EXCAVATING

Subrecipient will: excavate to elevations and dimensions according to site conditions. Remove loose, soft materials, and all organic matter; excavate unsatisfactory soil materials extending below required elevations to depth as directed. Such extra excavation will be paid for as a change in work. Obtain City of Dayton Building Inspector's written authorization before performing extra excavation work; and remove only trees with trunks less than 6" diameter on the site as well as any unhealthy disease infested tree species. Trees shall be removed by a suitably qualified trades person. Grub out any stumps and roots to minimum depth of 24 inches below sub grade. Remove any junk trees, Honeysuckles or any other weed species. Removal shall also include any dead trees over 6" diameter.

DRAINAGE

Subrecipient will: provide necessary pumps and drainage lines and maintain excavations; provide drainage of the working area at all times; and provide final grade positive drainage at not less than 1%, leaving no depressions or areas with standing water.

FILLING, BACKFILLING, AND COMPACTING

All work shall conform to Section 200, "*Earthwork*," of the City of Dayton, Construction and Materials Specifications. Subrecipient will obtain City of Dayton inspection and approval of sub-grade surfaces prior to filling operations. Scarify, dry, and compact soft and wet areas; remove and replace unsuitable sub-grade materials with an approved compacted fill material. Take correct measures before placing fill materials.

SEEDING

GENERAL

Subrecipient will provide seeded lawns as shown and specified. The work includes: Soil preparation; seeding lawns and other indicated areas; mulching; and reconditioning existing lawns. Comply with the requirements and/or specifications associated with this specific seed species or equivalent, as approved and comply with all State of Ohio Certification seed standards. Deliver seed and fertilizer materials in original unopened containers showing weight, analysis, and name of manufacturer; and store in a manner to prevent wetting and deterioration.

PROJECT CONDITIONS

Subrecipient will: Notify the City of Dayton's Representative at least five (5) working days prior to start of seeding operations; perform seeding work only after other work affecting ground surface has been completed; provide hose and lawn watering equipment as required for irrigation; and notify the City of Dayton upon completion of work at each site location.

WARRANTY

The Subrecipient warrants all seeded areas to be installed according to specifications, until accepted by the City of Dayton's Representative. Void area of not less than 10 sq. ft. shall be having 90% ground coverage. Disclaimer - Acts of God and other conditions beyond the landscape Subrecipient's control such as vandalism shall not be the responsibility of the landscape Subrecipient. Any over-seeding or re-grading contributed to this must be in addition to the Agreement amount.

Subrecipient shall maintain all seeded and mulched areas until Final Inspection or until a 2 inch minimum growth of grass has been established, whichever date is later. Maintenance shall include watering and protecting the area from damage following seeding shall be in accordance the Section 659, of the City of Dayton, Construction and Materials Specifications

PRODUCTS

MATERIALS

- A. Seed type: as specified a mixture of Na Turf Brand 'Cody' *Buffalo (Buchloe dactyloide)* Turf Grass mix as manufactured per Prairie Nursery should be used in most lawn applications unless otherwise specified. Seed mix shall be 95% purity rate. (3 lbs per 1000 sq. ft.)
- B. Fertilizer: is not recommended for 'Cody' *Buffalo Turf Grass* mix. If equivalent seed is approved by the Nuisance Abatement Supervisor, fertilizer will meet the following standards,
 - 1. Granular, non-burning product composed of not less than 50% organic, slow acting, guaranteed analysis professional fertilizer.
 - 2. Starter fertilizer containing ½ pound of nitrogen per 1000 sq. ft. and ½ pound of phosphoric acid per 1000 sq. ft. or similar approved composition for this species of grass. Apply fertilizer 3 weeks after green up and reapply 8 week after green up.
 - 3. Sow: Sow grass seed 5 days before the average frost date (Oct. 15). Sow grass seed at a rate of 3 lbs/1000 as recommended by type of seed used.
- C. Mulch
 - 1. Straw: Clean oat or wheat straw well seasoned before baling, free from mature seed-bearing stalks or roots of prohibited or noxious weeds. Should be free of rot and mildew.
 - 2. Cellion fiber mulch or equal.
- D. Water: Free of substance harmful to seed growth. Hoses or other methods of transportation furnished by Subrecipient. Subrecipient to supply water to site for turf irrigation. Watering shall occur once a day for the first week, every other day for the second week and every three days on the third week.

ORDER OF WORK

INSPECTION

Examine finish surfaces, grades, topsoil quality, and depth. Do not start seeding work until unsatisfactory conditions are corrected.

PREPARATION

Limit preparation to areas which will be immediately seeded. Loosen topsoil of lawn areas to minimum depth of 3", if compacted. Remove stones over ¼" in any dimension, sticks, roots, rubbish, and extraneous matter. Distributed evenly by machine and incorporate thoroughly into

topsoil. Grade lawn areas to a smooth, free-draining, even surface with a loose, moderately coarse texture. Restore prepared areas to the specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to seeding.

INSTALLATION

A. Seeding:

1. Seed immediately after preparation of bed. Spring seeding between March 1 and May 15 and fall seeding between August 15 and November 1, or at such other times acceptable to the City of Dayton's Representative. **Note: All Perennial weeds must be chemically eliminated prior to seeding.**
2. Seed only indicated areas within Agreement limits. Areas outside Agreement limits disturbed as a result of construction shall be the responsibility of the Subrecipient. **Any and all repairs and/or corrections to the adjacent sites shall be at the expense of the Subrecipient.**
3. Apply seed with a rotary or drop type distributor. Install seed evenly by sowing equal quantities in two (2) directions, at right angles to each other.
4. Sow grass seed at a rate of 3 lbs/1000 as recommended by type of seed used.
5. Incorporate seed into top ¼" of soil and roll; and not more than ½".

B. Mulching:

1. Place straw or fiber mulch on seeded areas within 24 hours after seeding.
2. (a). Place straw mulch uniformly in continuous blanket at the rate of 2 ½ tons per acre, or 2 bales per 1,000 sq. ft. of area. A mechanical blower may be used for straw mulch application when acceptable to the City of Dayton's Representative.

(b) A cellulose fiber or approved equal may be used in aqueous mixture at the rate of 1500 lbs. /acre.
3. Secure straw to soil by approved methods.

RECONDITIONING EXISTING LAWNS

Subrecipient will analyze the condition of existing turf areas to remain, and determine the extent of necessary reconditioning. Remove all existing turf area within the Agreement area. Site shall be completely seeded with 'Cody' *Buffalo Turf Grass* mix or equivalent approved by Nuisance abatement staff. Obtain the City of Dayton's approval prior to commencement of work; recondition existing lawn areas damaged by Subrecipient's operations, including storage of materials or equipment and movement of construction vehicles, and existing lawn areas as indicated; fertilizing for 'Cody' *Buffalo Turf Grass* mix is not recommended and if used, should be applied sparingly only when soil conditions dictate; seed and soil amendments as specified for new lawns and as required to provide a satisfactorily reconditioned lawn. Provide topsoil as required to fill low areas and meet new finished grades; cultivate bare and compacted areas thoroughly; remove diseased or unsatisfactory lawn areas. Do not bury into soil. Remove topsoil

containing foreign materials resulting from Subrecipient's operations, including oil drippings, stone, gravel, and other construction materials; and where substantial but thin lawn remains, rake, aerate if compacted, or cultivate soil; and seed.

ACCEPTANCE

Seeded areas will be inspected at completion of installation and acceptance shall be subject to not less than 2 inches of establish growth. Sections of the work may be accepted when complete upon agreement of the Nuisance Abatement Supervisor and the Subrecipient. Upon acceptance; the City of Dayton will assume lawn care and maintenance.

CLEANING

Perform cleaning during the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from seeding operations.

Remove all noxious and local weed, shrubs, and brush type species from the site, including root zone. Ensure that this material is exported off site and dispose of in the correct manner.

Modified 9/4/2009

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